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5 INTEL CORPORATION  
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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10 HAO-QI GONG, et al.,

11 Plaintiff,

12 and

13 CITY OF ALAMEDA, et al.,

14 Defendant.  
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Case No.: C 03-05495

STIPULATED PROTECTIVE ORDER  
REGARDING INTEL  
CORPORATION'S PROPRIETARY  
INFORMATION

16 Plaintiff Hae-Qi Gong, Defendant City of Alameda and non-party Intel Corporation  
17 ("Intel"), by and through their respective counsel, hereby stipulate to the following Stipulated  
18 Protective Order for the protection of confidential information, documents and things produced  
19 or provided in this action by non-party Intel.

20 STIPULATED PROTECTIVE ORDER

21 1. DESIGNATED MATERIAL.

22 Information, documents or other material may be designated by Intel pursuant to this  
23 Stipulated Protective Order if: (a) produced or served, formally or informally, pursuant to any  
24 applicable rules of Civil Procedure, Local Rules of this Court or in response to any other formal  
25 or informal discovery request or order in this action; and/or (b) filed or lodged with the Court.  
26 All such information, documents or material and all information, documents or material derived  
27 therefrom shall be considered "Designated Material" under this Stipulated Protective Order.  
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1 Designated Material shall be used solely for purposes of the prosecution and defense of the  
 2 above-captioned litigation and shall not be used or disclosed by any party except as expressly  
 3 provided under the terms of this Stipulated Protective Order.

4 **2. ACCESS.**

5 a. Materials Designated "CONFIDENTIAL." Subject to the limitations set  
 6 forth in this Stipulated Protective Order, Designated Material may be marked  
 7 "CONFIDENTIAL" for the purposes of (i) avoiding invasions of individual privacy and (ii)  
 8 protecting non-public proprietary information and confidential business, technical, personnel  
 9 and/or financial information relating to Intel's business affairs. Subject to Section 3 below,  
 10 materials designated "CONFIDENTIAL" may be disclosed to:

- 11 (i) Persons who appear on the face of the Designated Material marked
- 12 "CONFIDENTIAL" as an author, addressee or recipient thereof;
- 13 (ii) Named parties to this litigation;
- 14 (iii) Outside counsel of record for the parties to this action, including
- 15 their staff as necessary to render professional services in this action;
- 16 (iv) In-house legal personnel for the parties to this action; and
- 17 (v) Non-party consultants and experts retained by outside counsel.

18 **3. DESIGNATING MATERIAL.**

19 a. Information, documents or materials, in whole or in part, may be  
 20 designated by Intel as "CONFIDENTIAL" by placing the legend "CONFIDENTIAL" on each  
 21 page of the materials prior to production.

22 b. If Intel inadvertently produces any Designated Material without marking it  
 23 with the appropriate legend, Intel may give written notice to the receiving party or parties,  
 24 including appropriately stamped copies of the Designated Material, that the material is deemed  
 25 Designated Material and should be treated in accordance with the provisions of this Protective  
 26 Order. Upon receiving such notice, each receiving party shall return the originally-produced  
 27 materials to Intel's counsel. A receiving party's disclosure, prior to the receipt of such notice, to



1 persons not authorized to receive the materials shall not be deemed a violation of this Protective  
 2 Order. However, the receiving party shall make a good faith effort to immediately retrieve such  
 3 information from persons not authorized to receive it and to obtain agreement from the person to  
 4 whom the disclosure was made to be bound by this Stipulated Protective Order.

5 **4. COURT PROCEDURES.**

6 a. Disclosure of Designated Material to the Court. The parties agree that  
 7 persons employed by the Court have no duty to protect or maintain the confidentiality of any  
 8 information in any papers filed with the Court.

9 b. Filing Designated Material with the Court. In applications and motions to  
 10 the Court, all "CONFIDENTIAL" Designated Material shall be filed with the Court in sealed  
 11 envelopes or other appropriate sealed containers which shall indicate the nature of the contents of  
 12 the sealed envelope or other container and a statement substantially in the following form:

13 **THIS ENVELOPE CONTAINS MATERIALS SUBJECT TO  
 14 A STIPULATED PROTECTIVE ORDER ENTERED IN  
 15 THIS ACTION. IT IS NOT TO BE OPENED NOR ARE ITS  
 CONTENTS TO BE DISPLAYED, REVEALED OR MADE  
 PUBLIC, EXCEPT BY ORDER OF THE COURT.**

16 In the event that the applicable rules of civil procedure or local rules prevent a party from  
 17 filing documents under seal as set forth above, the filing party shall meet and confer with Intel's  
 18 counsel prior to filing the document concerning appropriate methods for protecting the material.

19 c. Meet and Confer Obligation. Prior to any trial, the parties shall meet and  
 20 confer with Intel within ten (10) calendar days before trial concerning appropriate methods for  
 21 dealing with Designated Material at trial.

22 **5. SURVIVAL AND RETURN OF DESIGNATED MATERIAL.** The  
 23 obligations created by this Stipulated Protective Order shall survive the termination of this  
 24 lawsuit unless otherwise modified by the Court, which shall retain jurisdiction to enforce this  
 25 Protective Order and to make such amendments to this Order as may be appropriate. Within  
 26 sixty (60) days after final termination of this action, each party shall assemble all Designated  
 27 Material received, and all copies, summaries and abstracts thereof, and shall return the same to



DATED: October 3, 2005-  
2006

**DATED:** \_\_\_\_\_, 2005

DATED: February 24, 2005

**IT IS SO ORDERED.**

**DATED:** \_\_\_\_\_

**JUDGE OF THE DISTRICT COURT**



1 counsel for Intel, Robert B. Milligan, Seyfarth Shaw LLP, 400 Capitol Mall, Suite 2350,  
 2 Sacramento, California 95814. In the alternative, each receiving party may destroy the  
 3 Designated Material and serve a signed certificate of destruction on Intel's counsel within sixty  
 4 (60) days of termination of the action. Each party's attorneys of record shall be entitled to retain  
 5 all pleadings, motion papers, legal memoranda, correspondence, work product and attorney-  
 6 client communications that include or are derived from Designated Material, provided that they  
 7 are maintained as "Confidential" consistent with this Protective Order.

8 6. **ORDER BINDING UPON STIPULATION.** The terms of this Order shall be  
 9 binding on all parties from the time that all parties' counsel have signed the Stipulation, even if  
 10 the Court has not yet signed the Order.

11 DATED: \_\_\_\_\_, 2005

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DATED: Oct 4 <sup>2006</sup> ~~2005~~

By Christina Lee  
 Counsel for Defendant  
 LAW OFFICE OF DAVID BEAUVAIS

By David Beauvais  
 Counsel for Plaintiff.  
 SEYFARTH SHAW LLP

DATED: \_\_\_\_\_, 2005

IT IS SO ORDERED.

DATED: 11/13/06

